



Terms and Conditions

2025-28

Approved by: Academic/Quality Assurance Board

Date of approval: 13/02/2025

Effective date: 13/02/2025

Next review date: 31/03/2027

1. Definitions

In these Terms and Conditions:

- "the College", "we", "us" or "our" means Mont Rose College of Management and Sciences.
- "you" or "the student" means an applicant
- "the Contract" means the legally binding agreement between you and the College formed when you accept an unconditional offer.

2. Purpose of these Terms

These Terms and Conditions set out the rights and obligations of you and the College and form part of the Contract for the provision of educational services.

3. Documents Forming the Contract

The Contract consists of:

- These Terms and Conditions
- The course description published on the College website at <https://mrcollege.ac.uk/courses/>
- Your Unconditional Offer Letter
- The College's policies and procedures in force at the time of enrolment

Where there is any conflict between documents, these Terms and Conditions take precedence.

4. Pre-contract Information

The College will provide clear and accurate information about course content, structure, duration, delivery method, assessment, and fees prior to enrolment. You are encouraged to review this information carefully and seek clarification before accepting an offer.

5. Formation of the Contract

By accepting the Unconditional Offer, you enter into a Contract with the College. This applies regardless of whether tuition fees are paid by you or by a third party on your behalf.

6. Accuracy of Information

You must ensure that all information provided during the application process is accurate and complete. Where materially false or misleading information is provided intentionally or recklessly, the College may withdraw the offer or terminate enrolment following a fair investigation and in accordance with its procedures. Any refund

entitlement will be assessed in line with the [Student Fee Policy](#) and [Refund and Compensation Policy](#).

7. Student Responsibilities

You are expected to:

- Attend scheduled classes and learning activities
- Submit coursework and assessments by published deadlines
- Participate in examinations and assessments as required
- Engage with your studies in a reasonable and responsible manner

8. Absence Reporting

If you are unable to attend a scheduled class for non-emergency reasons, you should notify the College at least 24 hours in advance by emailing attendance@mrcollege.ac.uk or calling 020 8556 5009. Medical or emergency absences should be reported as soon as reasonably practicable.

9. Suspension or Withdrawal by the College

The College may suspend or withdraw a student only where reasonable and proportionate, for example, due to:

- Persistent non-attendance
- Repeated failure to submit assessments
- Serious misconduct or fraud
- Non-payment of tuition fees

Before withdrawal, the College will normally:

- Provide written warnings where appropriate
- Give you an opportunity to explain your circumstances
- Guide you to access the College's appeals or complaints processes

Any refund entitlement will be determined in accordance with the [Student Fee Policy](#) and [Refund and Compensation Policy](#).

10. Use of Personal Data and Images

The College will process personal data in accordance with data protection legislation. Your name, image, photograph, audio or video recordings may be used for marketing or promotional purposes. You may request not to use your personal data by submitting a written request to dpo@mrcollege.ac.uk

11. Fees, Refunds and Compensation

Tuition fees, refund arrangements, and any compensation provisions are set out in the College's [Student Fee Policy](#) and [Refund and Compensation Policy](#). Key refund rights are summarised in these Terms and Conditions and do not affect your statutory rights.

12. Timetable and Staffing Changes

The College reserves the right to make reasonable changes to timetables, teaching staff, or delivery methods as necessary. These changes will not significantly impact the quality or outcomes of the course. Where a material change is unavoidable, you will be informed promptly and offered appropriate options, which may include the right to withdraw without penalty. More information could be found in the [Student Protection Plan](#).

13. Course Changes and Student Protection

Where changes to course delivery are required before or after enrolment, the College will act in accordance with its [Student Protection Plan](#). This includes measures to protect your interests and, where necessary, options to transfer or receive a refund.

14. Programme Cancellation

If the College cancels a programme before its published start date, you will be given at least four weeks' notice and a full refund of any fees paid. Where possible, the College will also offer suitable alternative courses.

15. External Awarding Bodies

For courses leading to external qualifications, you must comply with the regulations of the relevant awarding body. Mandatory changes imposed by awarding bodies will apply where required.

16. Data Protection

Your personal data will be collected and processed in line with the College's [HESA Fair Processing Notice](#).

17. Complaints

If you have a complaint, you should follow the College's [Student Complaints Policy & Procedure](#). This does not affect your right to pursue external remedies where applicable.

18. Right to Cancel

You have the right to cancel this Contract within 14 days of accepting the Unconditional Offer, in accordance with the Consumer Contracts Regulations, unless

a statutory exemption applies. Details of how to withdraw are available at <https://mrcollege.ac.uk/forms/>. Where cancellation rights apply, any refund due will be processed within 10 working days.

19. Awarding Body Registration Fees

Where the College pays mandatory awarding body registration fees on your behalf, these fees are non-refundable once paid to the awarding body. If you withdraw or are withdrawn from the course, you may be required to reimburse these costs, provided they were clearly disclosed to you in advance.

20. Policies and Procedures

You agree to comply with the College's [policies](#) and procedures in force at the time of enrolment. Material changes to policies that affect your studies or rights will be communicated clearly, and you will not be disadvantaged as a result.

21. Disability and Support

If you disclose a disability or personal challenge, the College will work with you in accordance with its [Disability Policy](#) and [Equality and Diversity Policy & Procedure](#) and the Equality Act 2010 to consider reasonable adjustments. Information will only be shared with your consent.

22. Students' Union

You will be eligible to participate in the Students' Union upon enrolment.

23. Alumni Contact

After completion of your course, the College may contact you regarding alumni activities. You may opt out of such communications at any time.

24. Limitation of liability: THE STUDENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

Nothing in these terms and the Contract limits any liability, which cannot legally be limited, including but not limited to liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- subject as above, the College's total liability to the student shall not exceed the limit of the College's insurance cover in place at the time of any incident.

The College's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract.

The following types of loss are wholly excluded:

- Loss of use or corruption of computer software, data or information which results from linking to the College IT system unless that damage is caused by the College's gross negligence.
- Indirect or consequential loss (which means any loss other than that directly caused by the action of the College, e.g. if your computer is stolen, then the limit is for the cost of the actual computer and not to any loss caused by the thief accessing the contents, which would be an indirect loss).

Unless the student notifies the College that he/she intends to make a claim in respect of an event within the notice period, the College shall have no liability for that event. The notice period for an event shall start on the day on which the student became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 years from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. In some cases, we may be able to accept a complaint after the time limit. The student would have to include a compelling personal reason statement.

In exceptional circumstances, we may be able to accept a complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

This limitation of liability clause shall continue after the course or other connection with the College has ended and will also cover any claims brought after that time.

DECLARATION:

I confirm that I have read, understood, and agree to the Terms and Conditions and the College's [policies](#). I am acutely aware that failure to comply with the College's [policies](#) may lead to my admission at Mont Rose College of Management and Sciences being cancelled.